



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**74385**  
**Amendment 1**

April 17, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REGIONAL USED MOTOR OIL PUBLIC EDUCATION PROGRAM  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve amending Contract No. 74385 for Regional Used Motor Oil Public Education Program with Pulsar Advertising, Inc., to enable this contract to continue on a month-to-month basis for up to 12 months beginning May 3, 2007, while Public Works completes the solicitation process for a replacement contract.
2. Authorize Public Works to continue expending the existing contract funds on a month-to-month basis with an estimated monthly cost of \$500 for up to 12 months.
3. Authorize the Director of Public Works or his designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 4, 2003, Synopsis 54, your Board approved Contract No. 74385 with Pulsar Advertising, Inc., for the Regional Used Motor Oil Public Education Program.

The contract was for an initial two-year period with two 1-year renewal options beginning March 4, 2005. Under the terms of this contract, the Director is authorized to extend the contract's performance period up to 60 days as long as the extension does not impact either the scope or the cost of the contract. The Director has authorized an extension of the performance period only as it relates to the contract's Task 7 under which the contractor was directed to produce and implement creative and effective means of getting the used motor oil recycling message out to the public. The contractor has developed partnerships to advance the objective of this contract to recycle used motor oil and to collect used oil filters with Kragen.

The purpose of this action is to continue the Regional Used Motor Oil Public Education Program as it relates to this partnership on a month-to-month basis beginning May 3, 2007, for up to 12 months while Public Works completes the solicitation process for a replacement contract to Contract No. 74385, which will include used motor oil filter collection and used motor oil recycling. Other tasks (developing Used Motor Oil Public Education Plan, advertising, producing monthly reports, etc.) of Contract No. 74385 will not be extended. The preparation of solicitations began several months ago, but the need for extensive changes in the scope of work and service area require us to request this extension. When proposals are received and evaluated, Public Works will recommend a contract award for the continued provision of the Regional Used Motor Oil Public Education Program.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively administer the Program.

### **FISCAL IMPACT/FINANCING**

There will be no impact on net County cost. The monthly cost of Task 7 (developed partnership) is estimated at \$500 per month. Total expenditures for this service, however, will not exceed the original contract amount approved by your Board. Funds are available in Public Works' 2006-07 and in the proposed 2007-08 Solid Waste Fund over the entire extension period.

The Honorable Board of Supervisors  
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**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amendment, which is substantially reflected in the enclosed form, will continue the contract's current terms, specifications, and conditions. The amendment will be executed by the Director in accordance with your Board's authorization only upon proper execution by the contractor and approval as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this amendment will continue Task 7 of the current contracted services.

**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

SAMPLE AMENDMENT 1 TO CONTRACT NO. 74385

REGIONAL USED MOTOR OIL PUBLIC EDUCATION PROGRAM

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and PULSAR ADVERTISING, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 74385 was entered into between the COUNTY and the CONTRACTOR, on March 4, 2003, to provide Regional Used Motor Oil Public Education Program; for a period of two years with two, 1-year renewal options; and

WHEREAS, the COUNTY has exercised both renewal options, as well as exercised its ability to extend the contract for a period not to exceed 60 days through May 2, 2007; and

WHEREAS, the parties desire to extend the contract as it relates to Task 7, the contract developed partnership with Kragen on a month-to-month basis for up to 12 months, at an amount not to exceed \$6,000, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service as it relates to Task 7, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

WHEREAS, since Contract No. 74385 was entered into, the COUNTY has adopted a revised Assignment by Contractor policy and a revised Contractor Responsibility and Debarment policy.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74385 between them shall be amended as follows:

FIRST: Part I, Section 2.G, Duration of Contract is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to 12 months, beginning May 3, 2007, by adding as follows:

- CONTRACTOR shall provide continuous performance of Task 7 under this Contract from month to month, commencing on May 3, 2007, for up to the maximum period of 12 months, through and including May 2, 2008, unless the COUNTY provides a written ten-day notice of termination. Tasks 1 through 6 are not extended by this section.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

PULSAR ADVERTISING, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

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